

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

BUCKLEY LLP
1250 24th Street NW, Suite 700
Washington, DC 20037
Tel: (202) 349-8000

Plaintiff,

v.

TRUSTIFY INC.
8805 Winthrop Drive
Alexandria, VA 22308

Respondent.

Civil Action No.

PETITION TO CONFIRM ARBITRATION AWARD

Petitioner Buckley LLP (“Buckley” or “Petitioner”), pursuant to 9 U.S.C. § 9, files this Petition to Confirm Arbitration Award against Trustify Inc. (“Trustify”) and in support, respectfully avers as follows:

PARTIES

1. Buckley is a limited liability partnership formed under the laws of the District of Columbia with its main headquarters located at 1250 24th Street, N.W., Suite 700, Washington, D.C. 20037.

2. Trustify Inc. is a Delaware corporation headquartered in Virginia.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332, in that the parties are residents of different states and the amount in controversy exceeds \$75,000.

4. Venue lies in this District pursuant to 28 U.S.C. § 1391(a)(2), as a substantial part of the events giving rise to the claim occurred here.

5. Moreover, Buckley and Trustify are parties to a November 22, 2017 Terms of Engagement agreement, which specifies Washington, D.C. as the venue for all legal disputes.

ALLEGATIONS APPLICABLE TO ALL CAUSES OF ACTION

6. On November 22, 2017, Buckley and Trustify entered into a Terms of Engagement agreement (the “Agreement”) under which Buckley agreed to provide legal services to Trustify and Trustify agreed to pay the fees and costs associated with those services. A copy of the Agreement is attached as Exhibit A. On or about April 9, 2018, the parties agreed to the State Attorneys’ General Proposal (the “Proposal”) under which Buckley agreed to provide additional legal services to Trustify at an agreed upon rate. Under its terms, the Proposal served as a rider to the Agreement.

7. The terms of the Agreement required Trustify, among other things, to pay Buckley’s bills for legal services “on receipt without regard to consummation of a transaction, or outcome of any matter.”

8. The Agreement contained an arbitration provision which stated, in part:

Each of You agree that any dispute with the Firm regarding any aspect of the attorney-client relationship, and any claim arising out of or relating to this Engagement, including, without limitation, attorney’s fees and costs charged under this Engagement, and any claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation or fraud, shall be resolved by confidential, binding arbitration in accordance with the “Arbitration Procedures” section below, upon a written request for arbitration made by any of You or the Firm and delivered to the other.

9. Moreover, under the Agreement, the company “acknowledge[d] that this agreement to arbitrate results in a waiver of [Trustify’s] respective right to have the dispute resolved in a court and by means of a jury trial for any fee dispute and/or malpractice claim.” The Agreement stated that any arbitration would be conducted by the JAMS Comprehensive Arbitration Rules and Procedures and that the exclusive venue of any arbitration would be Washington, D.C.

10. Buckley capably, competently, and fully performed the legal services requested by Trustify and the Trustify benefited from Buckley Sandler’s legal representation, advice, and other

services. Buckley submitted monthly invoices to Trustify detailing the work it performed, the rate for that work, and the total amounts due.

11. Trustify, however, refused to pay \$243,445.42 in legal fees and costs owed to Buckley for the services it provided, despite repeated promises to do so.

12. On January 16, 2019, Buckley filed a demand for arbitration with JAMS. The Honorable James Robertson (Ret.) was appointed arbitrator. A copy the JAMS appointment is attached as Exhibit B.

13. On April 4, 2019, the arbitrator held a telephonic hearing in Washington, D.C., and received documentary evidence on the dispute.

14. Despite having received notice, Trustify did not submit any evidence in advance of the arbitration hearing or attend the proceedings.

15. Having considered the evidence, the arbitrator entered an arbitration award, dated April 12, 2019 (the “Award”), and which was received on April 15, 2019, awarding damages to Buckley in the amount of \$245,945.42 which represents Petitioner’s damages and arbitration costs. A copy of the Award is attached as Exhibit C.

PRAYER FOR RELIEF

Wherefore, Buckley respectfully requests that, pursuant to 9 U.S.C. § 9, Petitioner have judgment for relief as follows:

- A. that this Court enter judgment confirming the Award in the amount of \$245,945.42;
- B. that Petitioner be awarded post-judgment interest under District of Columbia law as of the date of the Award;
- C. that Petitioner be allowed the costs and its attorneys’ fees in bringing this proceeding;
- D. For such other, further or general relief as the Court deems proper.

Dated: April 17, 2019

BUCKLEY LLP

By: /s/ Andrew R. Louis
Andrew R. Louis (D.C. Bar No. 476722)
Mehul N. Madia (D.C. Bar No. 988279)
BUCKLEY LLP
1250 24th Street NW, Suite 700
Washington, DC 20037
Tel: (202) 349-8000
Fax: (202) 349-8080
Email: alouis@buckleyfirm.com
Email: mmadia@buckleyfirm.com

Attorneys for Petitioner

EXHIBIT A
LODGED UNDER SEAL

EXHIBIT B



APPOINTMENT OF ARBITRATOR

NOTICE TO ALL PARTIES

February 1, 2019

Re: Buckley Sandler LLP / Trustify Inc.
Reference #: 1410008037

Dear Parties:

Hon. James Robertson (Ret.) has been appointed as Arbitrator in the above-referenced matter. In accordance with the JAMS Comprehensive Arbitration Rules and Procedures no party may have *ex-parte* communications with the Arbitrator. Any necessary communication with the Arbitrator must be initiated through the case manager.

The Arbitrator will bill in accordance with the enclosed Fee Schedule. Each party will be assessed a pro rata share of all fees and expenses, unless JAMS is notified otherwise by the Arbitrator or parties. JAMS will also administer the case consistent with JAMS Cancellation/Continuance policy. Any party who cancels or continues a hearing after the deadline will be responsible for 100% of the professional fees unless we can fill the reserved but unused time with another matter.

Under appropriate circumstances, the Arbitrator may award against any party JAMS' fees and expenses. JAMS agreement to render services is not only with the parties, but extends to the attorney or other representative of the parties in the arbitration.

The parties have been billed a preliminary retainer to cover the expense of all pre-hearing work, such as reading, drafting of orders, and conference calls. Enclosed is an invoice for this retainer. Upon receipt of payment, a Preliminary Arbitration Management Conference Call will be scheduled with the Arbitrator.

Contact me at 202-942-9180 or EHolland@jamsadr.com if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erika G. Holland", is written over a horizontal line.

Erika G. Holland
Case Manager
EHolland@jamsadr.com

Enclosure

EXHIBIT C

JAMS

BUCKLEY LLP,

Claimant,

- against -

TRUSTIFY INC.,

Respondent.

JAMS Case No: 1410008037

AWARD

Parties and Counsel

Claimant Buckley LLP (“Buckley”) is a law firm established as a limited liability partnership with its headquarters in Washington, D.C. Respondent Trustify Inc. (“Trustify”) is a corporation with its headquarters in Virginia. Trustify’s Chief Executive Officer is Daniel Boice.

Arbitration agreement and rules, and applicable law

This arbitration is mandated by the Agreement to Arbitrate section of the November 22, 2017 Terms of Engagement agreement (the “Agreement”) between Buckley and Trustify, and by the JAMS Comprehensive Arbitration Rules and Procedures, effective July 1, 2014. The applicable substantive law is the law of the District of Columbia.

Summary of claims and responses

Buckley’s central allegation is that Trustify failed to comply with the terms of the Agreement and pay fees and costs for professional legal services it provided. Buckley’s demand for arbitration asserted causes of action for breach of contract, unjust enrichment, and accounts stated, and sought compensatory damages.

Respondent did not respond to the arbitration demand, participate in the arbitration process, pay its portion of the fees associated with the arbitration, or attend the arbitration hearing.

Procedural history

Buckley filed its arbitration demand on January 16, 2019. Despite receiving notice of the demand by overnight mail and email to Mr. Boice, Trustify did not respond. The undersigned arbitrator was appointed February 1, 2019. Respondent did not pay the initial retainer fee for

fees and costs associated with the arbitration. On February 25, 2019, Claimant mailed a check to JAMS for \$2,500 which constituted an advance payment on Respondent's fees to JAMS and the fees of the Arbitrator. The arbitration hearing was scheduled for April 4, 2019. On March 18, 2019, upon a showing that Respondent had been duly served with an arbitration demand and had been unresponsive thereto, I approved Claimant's request under JAMS Comprehensive Arbitration Rule 22(j) for the hearing to be conducted telephonically, and for testimonial evidence to be submitted by affidavit. On March 28, 2019, Claimant submitted affidavit testimony and a letter brief outlining its claims and evidence. The hearing took place on April 4, 2019, and I received and considered the affidavit testimony of Douglas Gansler and Christopher Witeck.

Opinion

This case involves a simple breach of contract. Under District of Columbia law, to establish a claim for breach of contract, a party must show "(1) a valid contract between the parties; (2) an obligation or duty arising out of the contract; (3) a breach of that duty; and (4) damages caused by breach." *Tsintolas Realty Co. v. Mendez*, 984 A.2d 181, 187 (D.C. 2009). The affidavits of Mr. Gansler and Mr. Witek and documents attached thereto establish that Trustify entered into a valid and enforceable agreement with Buckley under which Buckley agreed to provide legal services to Trustify and Trustify agreed to pay the fees and costs associated with those services. The November 22, 2017 Agreement, which was executed between the parties, and the State Attorneys General Proposal which served as an addendum to the Agreement, provided, among other things, an explanation of the scope of the legal services to be provided, the fees and costs associated with those services, Buckley's billing practices, and the dispute resolution process. Moreover, it outlined Trustify's responsibilities under the Agreement, including the requirement that Respondent pay for the legal services Claimant provided.

Claimant provided legal services to Respondent, assisting the company with several regulatory and corporate transactional matters. Pursuant to the Agreement, Claimant submitted monthly invoices to Trustify detailing the work it performed, the rate for that work, and the total amount due. Trustify did not object to the legal services Buckley provided nor to the invoices it submitted. But Trustify did not pay Buckley's outstanding invoices, despite repeated promises that Claimant's invoices were approved and would be paid. In total, \$243,445.42 in fees and costs remain unpaid.

Claimant has established by a preponderance of the evidence that the parties had a valid agreement under which Trustify was to pay for the legal services Buckley provided, that Buckley provided those legal services, and that Trustify breached that agreement by refusing to pay Buckley for those legal services. Due to the breach, Claimant has suffered damages in the amount of \$243,445.42.

Award

Claimant is awarded its unpaid fees and costs plus \$2500, its portion of JAMS fees and the fees of the Arbitrator, which Claimant advanced on February 25, 2019. (JAMS

Comprehensive Arbitration Rule 31(c). The total award is \$245,945.42. Each party will bear its own attorney's fees. Any and all claims not resolved by this Award are dismissed.

Dated: April 12, 2019


James Robertson
Arbitrator

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: Buckley Sandler LLP / Trustify, Inc.
Reference No. 1410008037

I, Erika Holland, not a party to the within action, hereby declare that on April 15, 2019, I served the attached Final Award (duplicate original) on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at Washington, DISTRICT OF COLUMBIA, addressed as follows:

Benjamin B. Klubes Esq.
Mr. Mehul N. Madia
Andrew R Louis esq
Buckley Sandler LLP
1250 24th St. NW
Suite 700
Washington, DC 20037
Phone: 202-349-8000
bklubes@buckleyfirm.com
mmadia@buckleyfirm.com
alouis@buckleyfirm.com
Parties Represented:
Buckley Sandler LLP

Mr. Daniel Boice
Trustify, Inc.
8805 Winthrop Drive
Alexandria, VA 22308
Phone: 877-854-3376
danny@trustifysecure.co
Parties Represented:
Trustify, Inc.

I declare under penalty of perjury the foregoing to be true and correct. Executed at Washington, DISTRICT OF COLUMBIA on April 15, 2019.



Erika Holland
EHolland@jamsadr.com

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

BUCKLEY LLP

Petitioner,

v.

TRUSTIFY INC.

Respondent.

Civil Action No.

ORDER GRANTING PETITION TO CONFIRM ARBITRATION AWARD

Upon consideration of Petitioner Buckley LLP's Petition to Confirm Arbitration Award regarding the April 12, 2019 JAMS Arbitration Award Case No. 1410008037, it is on this _____ day of _____, 2019:

ORDERED that Petitioner Buckley LLP's Petition to Confirm Arbitration Award is GRANTED;

FURTHER ORDERED that the Clerk shall enter judgment against Respondent Trustify Inc. for \$245,945.42, together with interest at the legal rate permitted under District of Columbia law from the date of the JAMS Arbitration Award, and the costs and attorneys' fees incurred in bringing this action;

U.S. District Court Judge

CIVIL COVER SHEET

JS-44 (Rev. 6/17 DC)

I. (a) PLAINTIFFS Buckley LLP 1250 24th St. NW, Suite 700 Washington, DC 20037 (b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF <u>11001</u> (EXCEPT IN U.S. PLAINTIFF CASES)	DEFENDANTS Trustify Inc. 8805 Winthrop Drive Arlington, VA 22308 COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT <u>88888</u> (IN U.S. PLAINTIFF CASES ONLY) <small>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</small>																												
(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER) Andrew R. Louis Buckley LLP 1250 24th St. NW, Suite 700 Washington, DC 20037	ATTORNEYS (IF KNOWN)																												
II. BASIS OF JURISDICTION (PLACE AN x IN ONE BOX ONLY) <table style="width: 100%;"> <tr> <td><input type="radio"/> 1 U.S. Government Plaintiff</td> <td><input type="radio"/> 3 Federal Question (U.S. Government Not a Party)</td> </tr> <tr> <td><input type="radio"/> 2 U.S. Government Defendant</td> <td><input checked="" type="radio"/> 4 Diversity (Indicate Citizenship of Parties in item III)</td> </tr> </table>	<input type="radio"/> 1 U.S. Government Plaintiff	<input type="radio"/> 3 Federal Question (U.S. Government Not a Party)	<input type="radio"/> 2 U.S. Government Defendant	<input checked="" type="radio"/> 4 Diversity (Indicate Citizenship of Parties in item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN x IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) FOR DIVERSITY CASES ONLY! <table style="width: 100%;"> <thead> <tr> <th></th> <th>PTF</th> <th>DFT</th> <th></th> <th>PTF</th> <th>DFT</th> </tr> </thead> <tbody> <tr> <td>Citizen of this State</td> <td><input type="radio"/> 1</td> <td><input type="radio"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td><input checked="" type="radio"/> 4</td> <td><input type="radio"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="radio"/> 2</td> <td><input type="radio"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="radio"/> 5</td> <td><input checked="" type="radio"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="radio"/> 3</td> <td><input type="radio"/> 3</td> <td>Foreign Nation</td> <td><input type="radio"/> 6</td> <td><input type="radio"/> 6</td> </tr> </tbody> </table>		PTF	DFT		PTF	DFT	Citizen of this State	<input type="radio"/> 1	<input type="radio"/> 1	Incorporated or Principal Place of Business in This State	<input checked="" type="radio"/> 4	<input type="radio"/> 4	Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated and Principal Place of Business in Another State	<input type="radio"/> 5	<input checked="" type="radio"/> 5	Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6
<input type="radio"/> 1 U.S. Government Plaintiff	<input type="radio"/> 3 Federal Question (U.S. Government Not a Party)																												
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Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6																								

IV. CASE ASSIGNMENT AND NATURE OF SUIT

(Place an X in one category, A-N, that best represents your Cause of Action and one in a corresponding Nature of Suit)

<input type="radio"/> A. Antitrust <input type="checkbox"/> 410 Antitrust	<input type="radio"/> B. Personal Injury/Malpractice <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Medical Malpractice <input type="checkbox"/> 365 Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Product Liability	<input type="radio"/> C. Administrative Agency Review <input type="checkbox"/> 151 Medicare Act <u>Social Security</u> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <u>Other Statutes</u> <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 890 Other Statutory Actions (If Administrative Agency is Involved)	<input type="radio"/> D. Temporary Restraining Order/Preliminary Injunction Any nature of suit from any category may be selected for this category of case assignment. *(If Antitrust, then A governs)*
<input type="radio"/> E. General Civil (Other) OR <input checked="" type="radio"/> F. Pro Se General Civil			
<u>Real Property</u> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent, Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property <u>Personal Property</u> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<u>Bankruptcy</u> <input type="checkbox"/> 422 Appeal 27 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <u>Prisoner Petitions</u> <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Conditions <input type="checkbox"/> 560 Civil Detainee – Conditions of Confinement <u>Property Rights</u> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent – Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<u>Federal Tax Suits</u> <input type="checkbox"/> 870 Taxes (US plaintiff or defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609 <u>Forfeiture/Penalty</u> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <u>Other Statutes</u> <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 430 Banks & Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organization <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions (if not administrative agency review or Privacy Act)

<input type="radio"/> G. Habeas Corpus/ 2255 <input type="checkbox"/> 530 Habeas Corpus – General <input type="checkbox"/> 510 Motion/Vacate Sentence <input type="checkbox"/> 463 Habeas Corpus – Alien Detainee	<input type="radio"/> H. Employment Discrimination <input type="checkbox"/> 442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation) <i>*(If pro se, select this deck)*</i>	<input type="radio"/> I. FOIA/Privacy Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 890 Other Statutory Actions (if Privacy Act) <i>*(If pro se, select this deck)*</i>	<input type="radio"/> J. Student Loan <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (excluding veterans)
<input type="radio"/> K. Labor/ERISA (non-employment) <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Labor Railway Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="radio"/> L. Other Civil Rights (non-employment) <input type="checkbox"/> 441 Voting (if not Voting Rights Act) <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Americans w/Disabilities – Employment <input type="checkbox"/> 446 Americans w/Disabilities – Other <input type="checkbox"/> 448 Education	<input type="radio"/> M. Contract <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholder's Suits <input type="checkbox"/> 190 Other Contracts <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="radio"/> N. Three-Judge Court <input type="checkbox"/> 441 Civil Rights – Voting (if Voting Rights Act)

V. ORIGIN
☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify)
 ☐ 6 Multi-district Litigation
 ☐ 7 Appeal to District Judge from Mag. Judge
 ☐ 8 Multi-district Litigation – Direct File

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)
 9 U.S.C. § 9, Petition to Confirm Arbitration Award for Unpaid Legal Fees

VII. REQUESTED IN COMPLAINT	CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 <input type="checkbox"/>	DEMAND \$ 245945.42	JURY DEMAND:
			Check YES only if demanded in complaint YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

VIII. RELATED CASE(S) IF ANY	(See instruction)	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	If yes, please complete related case form
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DATE: April 17, 2019	SIGNATURE OF ATTORNEY OF RECORD /s/ Andrew R. Louis
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INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44
 Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and services of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil cover sheet. These tips coincide with the Roman Numerals on the cover sheet.

- I.** COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: Use 11001 to indicate plaintiff if resident of Washington, DC, 88888 if plaintiff is resident of United States but not Washington, DC, and 99999 if plaintiff is outside the United States.
- III.** CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV.** CASE ASSIGNMENT AND NATURE OF SUIT: The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of the case.
- VI.** CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and write a brief statement of the primary cause.
- VIII.** RELATED CASE(S), IF ANY: If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk's Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.

District of Columbia

Civil Action No.

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset